

Bid Document Download Requirements

It is the responsibility of the vendor who downloads bid or RFP documents to check for addendums until five (5) calendar days before the bid opening or RFP due date. It is the responsibility of the vendor to incorporate any changes in the addendums into the bids or proposals submitted. The County of Maui does not maintain an on-line registration nor do we have any method of knowing who has downloaded our specifications.

If you Submit a bid from a downloaded specifications, please send it in a distinguishable, sealed envelope that is clearly marked with the mailing address, the job or bid number, the due date, and "Bid" or "RFP" in large letters to the address stated in the bid documents. The County assumes no liability for accidentally opening a bid ahead of the bid opening that is not clearly marked.

If you're mailing or sending a bid through a delivery service, please be aware that it may take longer than advertised to reach our office, and please understand that by law we have to reject any bids that do not reach us by the set date and time for the bid opening.

FURNISHING AND DELIVERY OF ONE (1)

RESCUE BOAT

**TO THE DEPARTMENT OF FIRE & PUBLIC SAFETY
(KAHULUI FIRE STATION)**

COUNTY OF MAUI

F.O.B.: KAHULUI FIRE STATION, MAUI, HAWAII

INVITATION FOR BIDS

IFB #13-14/P-95

INVITATION FOR BIDS

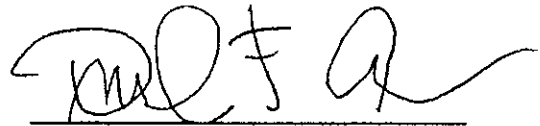
FURNISHING AND DELIVERY OF ONE (1) RESCUE BOAT TO THE DEPARTMENT OF FIRE & PUBLIC SAFETY COUNTY OF MAUI

IFB #13-14/P-95

Pursuant to Chapter 103-D, HRS, sealed offers shall be received and time stamped by the Bid Receiver, Purchasing Division, Department of Finance, Wells Street Professional Center, Suite 104, Wailuku, Maui, Hawaii, 96793, by 2:00 o'clock p.m. on **TUESDAY, APRIL 22, 2014** and will then be publicly opened thereafter.

Specifications and Offer Form may be obtained at the Division of Purchasing, Department of Finance at the address above or downloaded at <http://www.co.maui.hi.us/bids.aspx>

Bidders are required to comply with the newest procurement code, HRS, Chapter 103-D, any rules and regulations and policy directives issued with respect to Chapter 103-D and any amendments thereof.

A handwritten signature in black ink, appearing to read 'Danilo F. Agsalog', written over a horizontal line.

DANILO F. AGSALOG

Director of Finance

County of Maui

SPECIAL PROVISIONS

IFB #13-14//P-95

1. The furnishing and delivery of one (1) Rescue Boat to the Department of Fire & Public Safety, Kahului Fire Station, Kahului, Maui shall be subject to the Minimum Specifications, Special Provisions, Offer Form and General Terms & Conditions in this order of priority.
2. Offer shall include all applicable taxes, except Federal Excise Tax from which the County is exempt, and delivery charges F.O.B. Kahului Fire Station, Kahului, Maui, Hawaii, and Freight Prepaid.
3. Bidder shall complete the offer form, enclosing current literature describing the equipment offered.
4. Set-up and instruction shall be included.
5. Manufacturer's brands and stock/part numbers specified do not denote a preference for that make, but specify the level of quality desired. Alternate brands found to be equal to or greater in quality to the brand specified may be accepted by the Officer-In-Charge, however the burden to prove equality shall rest with the bidder.
6. Factory authorized service facilities shall be located on the island of Maui. Bidder shall denote the name and address of the repair/service shop in the space provided in the Questionnaire. If other than the bidder's service facility, a letter confirming the service arrangement shall be attached to the offer form.

7. The Director reserves the right -
 - a. to accept or reject any or all offers and to waive any minor or inadvertent discrepancy in the bid documents;
 - b. to withhold confirmation of award for a period of sixty (60) calendar days from the date of bid opening; and
 - c. to increase or decrease the quantity anytime prior to award, and the vendor agrees not to claim loss of profit from this change.
8. Bidder shall not submit more than one (1) offer form and shall not submit more than one (1) offer for each item specified in the offer form. Doing so, shall be cause for rejection of all offers from that bidder.
9. A contract shall be awarded to the lowest responsible and responsive bidder, based on the NET TOTAL OUTRIGHT PURCHASE PRICE. Incomplete, conditional and irregular bids shall be rejected.
10. If applicable, normal wear and tear of trade-in equipment shall occur. Successful bidder agrees to accept the trade-in equipment, on an "as-is, where-is" basis, at the time of delivery/acceptance of the new equipment. Further, bidder agrees to make no further demands on the County to repair the equipment to its original condition when first appraised.

Prior to delivery/acceptance of the new equipment, the Director of Finance reserves the right to withdraw the trade-in equipment being offered should he deem it to be in the best interest of the County. The contract shall be amended to include the trade-in value offered on the offer form.
11. Whenever there is a mathematical error, the unit price shall govern.
12. A bid bond and performance bond shall not be required.
13. No offer shall be withdrawn after the hour set for the bid opening.
14. Delivery date shall be computed from the Official Commencement Date, as specified in the "Notice to Proceed" issued by the Director of Finance.
15. Bidder shall deposit his sealed offer with the Bid Receiver, Division of Purchasing, Department of Finance, 2145 Wells Street, Suite 104, Wailuku, Maui, Hawaii 96793. Faxed offers shall be rejected.
16. Offers shall be received and time stamped by 2:00 o'clock p.m. on the date designated for the bid opening. Offers mailed and postmarked earlier than the date and time specified, but time stamped later shall be rejected. Offers received and time stamped earlier at other locations, but time stamped by the bid receiver later than the date and time specified, shall also be rejected.

17. Any questions pertaining to the technical aspects of this solicitation shall be directed to Robert Shimada Deputy Fire Chief, Department of Fire & Public Safety, 200 Dairy Road, Kahului, HI 96732, Telephone: (808) 270-7920.

Any questions pertaining to commercial aspects of this solicitation may be directed to Bruce Milliken, Department of Finance, Purchasing Division. Telephone: (808) 249-2403 or Bruce.Milliken@co.maui.hi.us.

Questions must be received at least ten (10) calendar days prior to the bid opening date.

Any acceptable modifications or clarifications shall be made by issuance of an addendum, and shall be given by written notice to all parties.

18. The Purchasing General Terms and Conditions for Goods and/or Services for the County of Maui applies and is available on the County website at www.mauicounty.gov.
19. It is mutually understood and agreed by and between the parties to the contract that time shall be of the essence of the contract and that in case of failure on the part of the contractor to complete his contract within the time specified and agreed upon, the County will be damaged thereby, and the amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be estimated, agreed upon, liquidated and fixed at the sum of **Two Hundred Fifty & No/100 Dollars (\$250.00)** for each and every calendar day, including Saturdays, Sundays and holidays, the contractor shall delay in the completion of his contract; and the contractor hereby agrees to pay the County as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid.
20. The successful offeror shall be required to submit an original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS), current within six (6) months from the most recent approval stamp date on the certificate. **This certificate is required prior to an award of a contract.**
21. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, **must accompany the invoice for final payment on the contract.**
22. In addition to the existing tax clearance requirements (as noted above), there are three (3) new requirements as a result of Acts 52 and 190 which are to be implemented for any new procurement over \$2,500.

- a. A certificate of compliance (DLIR Form LIR#27) issued by the Department of Labor and Industrial Relations stating that the contractor complies with Chapters 383, 386, 392 and 393 of the Hawaii Revised Statutes (HRS), current within six (6) months of the issuance date. **This certificate is required prior to an award of a contract.**
- b. A certificate of good standing from the business registration division of the Department of Commerce and Consumer Affairs (DCCA), current within six (6) months of the issuance date. **This certificate is required prior to an award of a contract.**
- c. A Certificate of Compliance for Final Payment affirming that the contractor has, as applicable, remained in compliance with all laws required by this section (3-122-112 HAR). **This certificate is required prior to final payment of the contract.**

To obtain these forms, please refer to the attached Responsibility of Offerors.

Bidders are encouraged to use the Hawaii Compliance Express website to obtain these certificates. The State of Hawaii website to accomplish this is <http://vendors.ehawaii.gov>.

OFFER FORM

IFB #13-14/P-95

Director of Finance
County of Maui
Wailuku, Maui, Hawaii

Dear Sir:

The undersigned hereby proposes to furnish and deliver of One (1) Rescue Boat to the Department of Fire & Public Safety, Kahului Fire Station, F.O.B. Kahului Fire Station, Kahului, Maui, Hawaii, for the amount set forth below, all in strict compliance with the Special Provisions, Minimum Specifications, General Terms & Conditions and this Offer Form.

ONE (1) RESCUE BOAT

YEAR, MAKE AND MODEL: _____

MANUFACTURED BY: _____

NET TOTAL OUTRIGHT PURCHASE PRICE _____ **\$** _____

DELIVERY SHALL BE MADE WITHIN _____ CALENDAR DAYS
FROM THE "NOTICE TO PROCEED" ISSUED BY THE DIRECTOR OF FINANCE.

It is understood and agreed that if a contract is awarded the undersigned, he shall enter into and execute a contract for the faithful delivery of the equipment awarded.

The undersigned shall acknowledge receipt of any addendum issued by the Department of Finance by recording in the spaces below the date of receipt.

Addendum No. 1 _____ Addendum No. 3
Addendum No. 2 _____ Addendum No. 4

Respectfully submitted,

NAME OF FIRM**

SIGNATURE OF BIDDER**

ADDRESS OF FIRM

PRINT OR TYPE NAME OF BIDDER

TELEPHONE & FACSIMILE NUMBER

PRINT OR TYPE TITLE OF BIDDER

DATE SIGNED

FEDERAL ID/SOCIAL SECURITY NO.

HAWAII STATE GENERAL EXCISE TAX LICENSE NUMBER

PLEASE SPECIFY TYPE OF ORGANIZATION:

INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION

STATE OF INCORPORATION: HAWAII

_____ OTHER _____ PLEASE SPECIFY

If Corporation, please attach to this page your corporate seal; also evidence of the authority of this officer to submit a bid on behalf of the corporation. Such authority must be in the form of a corporate resolution. Give also the names and addresses of the officers of the corporation.

(SEAL)

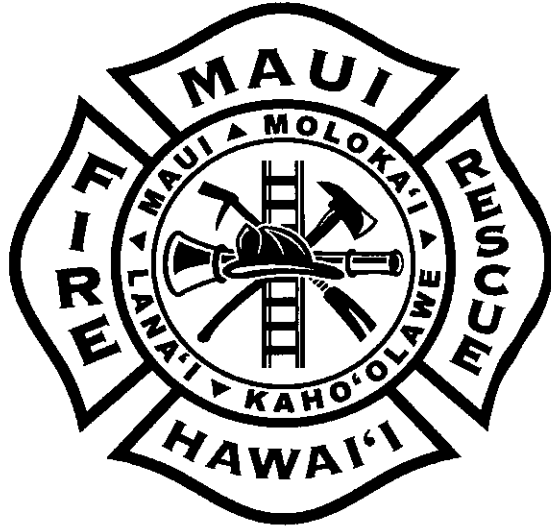
MINIMUM SPECIFICATIONS

ONE (1) RESCUE BOAT

F.O.B.: KAHULUI FIRE STATION, KAHULUI, MAUI, HAWAII

RESPONSIBILITY OF THE CONTRACTOR

- A. Delivery of the equipment shall be as specified in the offer form, and responsibility for the equipment remains with the contractor until satisfactory completion of acceptance tests and formal written acceptance by the County of Maui.
- B. Acceptance of the equipment shall be made by the County of Maui, Department of Fire & Public Safety, Kahului Fire Station, upon delivery of the equipment, after final inspection and field testing have been completed and necessary corrections to discrepancies are made.



County of Maui, Department
of Fire and Public Safety
Invitation of Bids to Furnish
One (1) Rescue Boat
for the
Kahului Fire Station
F.O.B. Kahului Fire Station
Kahului, Maui

MFD Specification	Bidder Complies	
	YES	NO
<p style="text-align: center;"><u>INSTRUCTIONS TO BIDDERS</u></p> <p><u>PRICE</u> Price shall be net and include delivery of new equipment to the Island of Maui. The price shall include all applicable local, state, federal taxes and licensing in the County of Maui.</p> <p><u>ITEMS REQUIRED WITH BID</u> Each bidder shall supply the following items in the bid package to the purchaser:</p> <ul style="list-style-type: none"> • Photographs or drawings of similar built units. • A copy of the warranty supplied with the completed vessel <p><u>INFORMATION TO BE FURNISHED WITH PROPOSAL</u> Bidder shall submit their proposal with an index of contents. Bidder's proposal shall follow the same sequence as the County of Maui, Department of Fire & Public Safety specification for ease of evaluation, comparison and checking of compliance. Bidder must submit with proposal their own detailed specifications, circulars, and all necessary data on equipment they propose to furnish, including horsepower and torque curves of the engine. If the equipment offered differs from the provisions contained in this specification, such difference must be explained in detail, and request for proposal will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interests of the County of Maui, Department of Fire & Public Safety.</p> <p><u>NON-COLLUSIVE BIDDING CERTIFICATION</u> By submission of this request for proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:</p> <ol style="list-style-type: none"> 1. The prices in this request for proposal have been arrived and independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and 3. No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. 		

MFD Specification	Bidder Complies	
	YES	NO
<p><u>QUALIFICATIONS OF BIDDER</u></p> <p>To assist the purchaser in determining the ability of the bidder to fulfill the requirements of these specifications, the submitting firm must meet the following conditions:</p> <ol style="list-style-type: none"> 1) Each bidder shall furnish satisfactory evidence of his ability to construct the vessel specified. 2) Each bidder shall submit the names and telephone numbers of four (4) public agencies, which are currently using the vessel to demonstrate that the bidder has constructed similar vessels in the last five (5) years. 3) No prototypes or "One-offs" shall be considered. 4) That it is bidding upon model of equipment, which meets the requirements of the specifications without material changes or modifications. 5) That it has been engaged in the manufacture of new vessels under it's own brand name, and shall be of this exact type bid upon for at least (60) months. 6) Factory Authorized Warranty work shall be done On the Island Of Maui. 7) A letter of acknowledgement between the bidder and the repair facility shall be included with the bid proposal 		
<p><u>ENGINEERING DRAWINGS</u></p> <p>The evaluation of bids shall also be based on design, engineering reliability, and completeness of drawings. No bidder's proposal shall be considered unless complete engineering drawings to these specifications are submitted with the request for proposal package. Failure to submit factory prepared blueprints with bid shall result in automatic rejection. Submission of "bid drawings", are in addition to "production drawings" which must be submitted for County of Maui, Department of Fire & Public Safety approval prior to construction. Bid drawings shall allow the County of Maui, Department of Fire & Public Safety the ability to fully evaluate required product.</p> <p>The engineering drawings shall be produced on computer aided design (CAD) equipment to assure critical tolerance and detail only available with CAD equipment. The drawings shall be on "B" size paper, 17" x 11" in size, and views must be 1/4" = 1' - 0" scale. This shall allow the County of Maui, Department of Fire & Public Safety the ability to compare drawings of all manufacturers on an "equal" basis. The drawings shall be completed only by the body manufacturer, and must be exactly to County of Maui, Department of Fire & Public Safety specifications. Submission of "similar to" drawings or "statements referring to later submission of drawings after award of contract" shall be automatically rejected.</p> <p>Since the request for proposal package shall require extensive evaluation by County of Maui, Department of Fire & Public Safety, all Bidders must submit exactly the same engineering drawings at the same scale, on the same size paper.</p>		

MFD Specification	Bidder Complies	
	YES	NO
<p><u>SCOPE AND GENERAL REQUIREMENTS</u></p> <p>It is the intent of the County of Maui, Department of Fire & Public Safety to secure an emergency offshore vessel. The vessel shall be of the latest type, symmetrically proportioned and constructed with due consideration of the load to be sustained.</p> <p>All parts not specifically mentioned herein, but which are necessary in order to furnish a complete vessel, shall be furnished and shall conform to the best practices known to the marine industry.</p> <p>If any Bidder has questions in connection with these specifications, please contact the County of Maui, Department of Fire & Public Safety in writing at least seven (7) days before Bid date. It is not the purpose of these specifications to eliminate any qualified Bidder. The County of Maui, Department of Fire & Public Safety will review the question, and where information sought is not clearly indicated or specified, in the County of Maui, Department of Fire & Public Safety's opinion, same will issue a clarifying or correcting addendum bulletin. Proper interpretation or the making of any necessary inquiry will be the Bidders responsibility. Oral answers will not be binding on the County of Maui, Department of Fire & Public Safety.</p> <p>To be considered, all proposals must be made in accordance with these "Instructions for Bidders".</p> <p>The vessel shall be manufactured in North America. Where the following detailed specifications require specific brand names, model number, dimension or capacities they have been specified for the service because of their reliability/availability of replacement parts on a local basis.</p> <p>Since components specified by brand name, model number, dimension, size or capacity are readily available to all manufacturers and/or potential bidders, substitutes or alternates claimed to be equal may not be acceptable.</p> <p>The County of Maui, Department of Fire & Public Safety specifications, along with Manufacturer's specifications and any forms, questionnaires, and listed exceptions, shall be submitted as a part of the bidder's entire bid proposal.</p> <p>In no case shall a Bidder photocopy County of Maui, Department of Fire & Public Safety's specifications and submit as their proposal specifications and request for proposal. They shall follow the outline and content of the County of Maui, Department of Fire & Public Safety's specifications to allow easier review and comparison of specifications.</p> <p>Each Bidder is required to provide in his request for proposal a "complete and accurate description" of their own detailed product and engineering specifications.</p> <p>In addition, all Bidders are required to submit County of Maui, Department of Fire & Public Safety's specifications in their proposal, noting items where the Bidders proposal differs and consecutively number each item. The number shall correspond with the bidder's exception,</p>		

MFD Specification	Bidder Complies	
	YES	NO
variation, or clarification page, which must be attached to their proposal.		
All specifications herein contained are considered as minimum. No exceptions to these minimum standards shall be allowed relating to gauge, alloy, and type of metal, size of compartments, and overall design.		
The vessel shall comply with all applicable State and Federal requirements pertaining to marine vessels at time of contract signing.		
Should the Manufacturer's current published data or specifications exceed these specifications, they shall be considered minimum and be furnished. Bidders shall furnish, with their proposal, technical information graphs, charts, photographs, engineering diagrams, or other means to show that the equipment specified fully complies with this specification. In the event the published literature furnished by the Bidder is at variance with the requirements of any item of this specification, the Bidder shall explain in detail, with full engineering support data, the reasons why the proposed equipment will meet this specification and not be considered an exception thereto.		
The marine vessels manufacturer shall be prime bidder and shall identify the location of their facility. A complete history of the Bidder's company shall be supplied in his request for proposal. Request for proposals are requested from responsible manufacturers who are engaged in the manufacture of marine vessels. County of Maui, Department of Fire & Public Safety does not request proposals from bankrupt, reorganized, or unproven manufacturers.		
Failure to comply with all conditions mentioned under General Terms and Conditions, or the failure to conform to the specifications, will be reasonable cause for the rejection. Any request for proposal containing options not asked for, or not containing all statements contained on the said price form, shall be rejected.		
Request for proposal may be withdrawn by certified mail or telegraphic request from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. No Bidder may withdraw his bid after the time set for opening thereof.		
<u>BID REQUIREMENTS</u> These specifications are based upon design and performance criteria, which have been developed by the purchaser as a result of extensive research and careful analysis of the purchaser's needs. Subsequently, these specifications reflect the only type of vessel that is acceptable at this time. Proposals taking total exception to the bid specifications shall not be considered by the purchaser. Further, major exceptions to the specification shall not be accepted. Failure to comply with sections of the bid labeled "No Exceptions" shall result in the immediate rejection of the bid. Certain other exceptions may be accepted if they are equal or superior to that which is specified. Bids with fewer exceptions may be given preference over those with many exceptions.		

MFD Specification	Bidder Complies	
	YES	NO
<p>The purchaser shall determine which (if any) exceptions, other than those for items labeled "No Exceptions," are acceptable. This determination shall be final.</p>		
<p>Proposal specifications must be on the manufacturers own standard forms. In no case shall a bidder photocopy these specifications as the bidder's proposal specifications. Each bidder is required to provide in the bid package to the purchaser a complete and accurate description of the vessel being proposed. Additionally, each bidder must comply with the "yes" or "no" questionnaire shown on the right margin of these specifications. Any exceptions or clarifications to these specifications shall be noted on an individual sheet of paper referencing the section and the exception or clarification offered. Any exception or clarification shall be clearly defined with details as to the proposed alternative. A general exception or clarification cannot be taken for any paragraph. This specification package, along with any herein listed exceptions and clarifications, shall be submitted as a part of the bidder's entire bid proposal. Do not detach or omit these sheets. Bids may be withdrawn by certified mail or telegraphic request for the withdrawal of the bid after it has been opened. No bidder may withdraw his bid after the time set for the opening thereof.</p>		
<p><u>EXCEPTIONS, VARIATIONS, AND CLARIFICATIONS</u></p>		
<p>These specifications are based upon design and performance criteria, which have been developed by the County of Maui, Department of Fire & Public Safety as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of vessel that is acceptable at this time. Therefore, major exceptions to specifications will not be accepted. Certain exceptions may be accepted if they are minor and equal or superior to that which is specified. Exceptions shall be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page. All deviations, no matter how slight, shall be clearly explained on a separate sheet, in the bid sequence, citing the page and paragraph number(s) of the specifications, how the proposal deviation is different, how the deviation meets or exceeds the specifications and why it is necessary, and entitled "EXCEPTIONS TO SPECIFICATIONS". The buyer reserves the right to require a bidder to provide proof in each case that a substituted item is equal to that specified. The buyer shall be the sole judge in determination of acceptable substitutes.</p>		
<p>A general exception cannot be taken for any paragraph. A full word for word written comparison must be included within the bid for any exception listed. Each exception will be considered by their degree of impact and total effect on their bid. Bidders taking total exception to the request for proposal specifications shall not be considered by the County of Maui, Department of Fire & Public Safety. The County of Maui, Department of Fire & Public Safety shall determine which exceptions are acceptable and this determination shall be final. ABSENCE OF AN EXCEPTION INDICATES THAT THE ITEM WILL COMPLY 100% WITH THESE SPECIFICATIONS AS DETERMINED BY THE COUNTY OF MAUI, DEPARTMENT OF FIRE & PUBLIC SAFETY, REGARDLESS OF COST TO THE BIDDER. Should the item not comply, and the exception is not indicated, then the item shall be rejected when delivered. All items shall be given a general inspection for material, workmanship, and compliance with specifications prior to</p>		
<p>6 of 27</p>		

MFD Specification	Bidder Complies	
	YES	NO
<p>acceptance. Should the item not comply, and an exception not taken, the Bidder shall be held responsible to fulfill that specification.</p> <p>THE PURCHASER HAS THE RIGHT TO REJECT ANY BIDS WHICH DOES NOT MEET THESE SPECIFICATIONS AND IS THE SOLE DECIDER TO DEEM WHICH BID IS IN THE BEST INTEREST OF THE PURCHASER.</p> <p><u>STATEMENT OF COMPLIANCE</u></p> <p>Your request for proposal must include detailed manufacturer's specifications and a statement of compliance to the County of Maui, Department of Fire & Public Safety specifications. Any deviations from the specifications or specified requirements must be detailed separately, absence of which shall be an indication of unqualified acceptance and conformance. Photostat copies or computer-scanned copies of Purchaser specifications are not acceptable.</p> <p><u>INSURANCE</u></p> <ul style="list-style-type: none"> • Workman's Compensation and Employer's Liability Insurance for all of the bidder's employees. • General aggregate of \$250,000.00 including products completed / operations aggregate, personal injury of \$250,000.00 combined each occurrence. • Fire damage of \$50,000.00 and Medical expense of \$10,000.00. • Automobile liability of \$250,000.00 combined single limit, including any auto, all owned autos, scheduled autos, hired autos, non-owned autos, and garage liability. • Excess umbrella liability coverage of \$250,000.00 each occurrence. <p>All insurance policies must be maintained for the life of the contract, must provide ten (10) days notice before cancellation, must cover all operations of the Contractor, or anyone employed by any of them.</p> <p>The Bidder shall maintain full insurance coverage on the vessel until the completed unit is delivered to, and accepted by, the County of Maui, Department of Fire & Public Safety. The Bidder must provide certificate of insurance with Bid including overall blanket of not less than \$300,000.00.</p>		

MFD Specification	Bidder Complies	
	YES	NO
<p><u>CERTIFICATIONS</u></p> <p>Inasmuch as the vessel described in these specifications will be subjected to emergency service, the Manufacturer must certify the following:</p> <p>The proposed vessel will meet or exceed all applicable requirements, standards, and regulations in effect at the date of contract signing.</p> <p>I, hereby certify, that the Request for Proposal contained herein, fully and exactly complies with the "Instruction for Bidders" and specifications as it appeared in the Notice to Bidders.</p> <p>BidderName: _____</p> <p>Signature: _____</p> <p>Name Typed: _____ Title: _____</p> <p>Date: _____</p>		
<p><u>CONTINGENCY FUND</u></p> <p>A contingency fund for change orders during construction in the amount of three (3) percent of the total cost of the vessel shall be included in the bid price. This contingency fund shall remain available to the County of Maui, Department of Fire & Public Safety for changes made during construction. Any remaining balance in the contingency fund after acceptance of the vessel shall be credited back to the County of Maui, Department of Fire & Public Safety and applied to the final cost of the vessel.</p>		
<p><u>EVALUATION OF BIDS</u></p> <p>Each bid proposal received shall be evaluated by the County of Maui, Department of Fire & Public Safety to include the following criteria:</p> <ul style="list-style-type: none"> (1) Completeness of the proposal package. (The degree to which it responds to all requirements to these specifications.) (2) Bidder's written detailed specifications and compliance. (3) Design and engineering of major components. (Including ease of maintenance of major components.) (4) Qualifications and capabilities of the Manufacturer to produce the described vessel. (5) Compliance to submission of all engineering drawings, performance charts, scans, and material samples. (6) Service and warranty information submitted. (7) Reasonableness of cost <p>The County of Maui, Department of Fire & Public Safety reserves the right to waive any informality in request for proposal received when such waiver is in the best interest of the County of Maui, Department of Fire & Public Safety; also to except any item in the request for proposal, unless otherwise specified by the County of Maui, Department of Fire & Public Safety or Bidder.</p>		

MFD Specification	Bidder Complies	
	YES	NO
<p>The competency and responsibility of Bidders will be considered in making the award. The County of Maui, Department of Fire & Public Safety reserves the right to reject any or all request for proposals when such rejection is in the best interest of the County of Maui, Department of Fire & Public Safety, and to reject the proposal of a Bidder who, in the judgment of the County of Maui, Department of Fire & Public Safety is not in a position to perform the Contract. The County of Maui, Department of Fire & Public Safety does not obligate itself to accept the lowest or any request for proposal</p> <p>A statement of financial condition may be required by the County of Maui, Department of Fire & Public Safety prior to any award of contract. The past and present financial condition of the Bidder will be seriously considered during bid evaluation.</p> <p>The Bidder shall disclose any current or pending litigation regarding failure to deliver or comply with specified components on complete vessel.</p> <p><u>ACCEPTANCE OR REJECTION OF BIDS</u></p> <p>The Purchaser reserves the right to reject any or all requests for proposal's and the lowest or any proposal will not necessarily be accepted. The Purchaser reserves the right to accept any requests for proposal, which is considered best for the interests of the County of Maui, Department of Fire & Public Safety. The Purchaser shall not be responsible for any liabilities, cost, expenses, loss or damage incurred, sustained or suffered by any bidder by reason of the acceptance or non-acceptance, by the County of Maui, Department of Fire & Public Safety, of any proposal or by reason of any delay in the acceptance of a proposal save as provided in the contract. No request for proposal shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the County of Maui, Department of Fire & Public Safety or against whom the County of Maui, Department of Fire & Public Safety has a claim or has instituted a legal proceeding with respect to any previous contract, without the prior approval of Purchaser.</p> <p><u>CHANGES</u></p> <p>Any changes in legislation by the State or Federal authorities that come into effect after the purchase, prior to manufacture, and delivery of the County of Maui, Department of Fire & Public Safety's requirements that may increase the cost of the vessel to the Manufacturer, will be acceptable cause for price increase. Subject however, to prior notification in writing thereof to the County of Maui, Department of Fire & Public Safety and acceptance thereof in writing by the County of Maui, Department of Fire & Public Safety.</p> <p>Standard product improvements or minor changes incorporated during manufacture by the manufacturer will not be cause for price adjustment. The County of Maui, Department of Fire & Public Safety shall however be notified of any major changes.</p>		

MFD Specification	Bidder Complies	
	YES	NO
<p>Any changes requested by the County of Maui, Department of Fire & Public Safety after award may be cause for price adjustment.</p>		
<p><u>PATENT INDEMNIFICATION</u></p> <p>The manufacturer shall fully indemnify the County of Maui, Department of Fire & Public Safety against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of letters patent or copyright protected in the U.S. in which the work is to be carried out by the use of any articles, equipment or material supplied by the Manufacturer. The foregoing indemnity shall not apply where such claim or action is based upon equipment, which was specified by the County of Maui, Department of Fire & Public Safety.</p>		
<p><u>REQUIREMENTS OF PRE-CONSTRUCTION</u></p> <p>The successful Bidder, before fabricating is commenced, must submit detailed approval manufacturing drawings of the vessel, with the appropriate designation of all component parts and equipment described and shown thereon. The proposal, once submitted may not be withdrawn until after a period of thirty (30) days has expired from the date of the proposal opening.</p> <p>Wherever in these specifications a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment which in the opinion of the County of Maui, Department of Fire & Public Safety is the recognized equal of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, will be acceptable, however the exception must be well defined.</p> <p>It is intended that the manufacturer, when selecting components, materials, equipment and design producers for specified vessel, will use those which are the best available in the industry. All components, equipment, materials and design practices will be selected to give maximum performance, service life and safety.</p>		
<p><u>GENERAL CONSTRUCTION AND DESIGN</u></p> <p>The design of the equipment shall be in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements, which might cause injury to personnel or equipment.</p> <p>All oil, hydraulic, and electrical wiring shall be located in protective positions properly attached to the structure and shall have protective loom or grommets (chafe protection) at each point where they pass through structural members.</p> <p>The vessel shall be designed and the equipment mounted with due consideration to distribution of the load so that all specified equipment including personnel will be carried without injury to</p>		

MFD Specification	Bidder Complies	
	YES	NO
<p>the vessel. All dimensions are approximate and subject to a plus or minus 1/4" tolerance. The materials specified are considered absolute minimum. Exceptions will not be accepted or permitted since all raw materials of the specified type are available to all Manufacturers.</p> <p>The vessel shall be constructed with due consideration to the nature and distribution of the load to be sustained and to the general character of service to which the vessel is to be subjected when placed in service. All parts of the vessel shall be of adequate strength to withstand the general service under full load. The vessel shall be so designed that the various parts are readily accessible for lubrication, inspection, adjustment, and service.</p> <p>Details of construction and material not otherwise specified herein are left to the discretion of the bidder. No deviations from these specifications shall be allowed unless agreed to by the bidder and purchaser.</p> <p><u>WARRANTY</u></p> <p>Proposer shall agree that all warranty service work covering the vessel, the vessel engines and all components shall either be provided through a local service dealer or by the vendor or the vendor's subcontractor.</p> <p>Warranties shall include the following without any commercial exclusion:</p> <ul style="list-style-type: none"> - Engine-Full manufacturers warranty - Hull-Full manufacturers warranty of 3 years minimum - Equipment-Full manufacturers warranty <p><u>MATERIALS</u></p> <p>All parts and materials shall be new, unused and of the latest production. No used or remanufactured parts shall be used (no exceptions).</p> <p>Heavy Duty Stainless Steel machine fasteners shall be used.</p>		

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	YES	NO
<p><u>QUALITY AND WORKMANSHIP</u></p> <p>The manufacturing process, including quality control, shall be consistent with present industry standards. All equipment, material, and articles required under these specifications are to be new or fabricated from new materials produced from recovered materials. The term "Recovered Materials" means materials, which have been collected or recovered from solid waste and reprocessed to become a source of raw materials, as opposed to virgin raw materials. None of the above shall be interpreted to mean that the use of used or rebuilt products is allowed under this document. The term "Heavy Duty", as used to describe an item, shall mean in excess of the standard, quantity, quality, or capacity and represents the best, most durable, strongest, etc., part, component, County of Maui, Department of Fire & Public Safety systems, etc., that is available. The County of Maui, Department of Fire & Public Safety or their designate shall be the sole judge of quality, construction and stability of the vessel and equipment being offered.</p> <p>Welded, bolted, riveted, and fiberglass construction utilized shall be in accordance with the highest standards of the industry. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity. General appearance of the vessel shall not show any evidence of poor quality of work.</p> <p><u>ACCESSIBILITY</u></p> <p>Parts and components shall be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility. Drains, filler plugs, grease fittings, hydraulic lines, bleeders, and check points for all components should be located so that they are readily accessible and do not require special tools for proper servicing. Design practices should minimize the number of tools required for maintenance.</p> <p><u>NAMEPLATES AND INSTRUCTION PLATES</u></p> <p>All nameplates and instruction plates shall be plastic or vinyl with the information engraved, stamped or etched thereon. If metal, they shall be made of non-corrosive material.</p> <p>Nameplates shall show make, model, serial numbers and other such data necessary to positively identify the items. All plates shall be mounted in a conspicuous place with stainless steel screws and bolts.</p>		

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	YES	NO
<p><u>CONSTRUCTION PERIOD</u> The Manufacturer shall specify the number of days after award of the contract in which the vessel will be completed. The maximum period for construction shall be two hundred seventy (270) days after receipt of Purchase Order/Notice to Proceed. Manufacturer shall not be held liable for delays of chassis delivery due to accidents, strikes, floods or other events not subject to their control. Bidder shall provide immediate written notice to County of Maui, Department of Fire & Public Safety as to delays and to what extent these delays have in completing vessel within the stated</p> <p><u>FORCE MAJEURE</u> If the Manufacturer is delayed in completion of the work by labor disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the manufacturer's control, then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty to the County of Maui, Department of Fire & Public Safety. No such delivery time extension shall be made for delays unless written notice of same is given to the County of Maui, Department of Fire & Public Safety within seven (7) days of its commencement, other than in the case of a continuing cause of delay only one claim shall be necessary.</p> <p><u>INSPECTION TRIPS</u> The Manufacturer shall provide trips for six (6) individual MFD representatives to conduct inspections and meetings at the factory. The quantity of people and number of trips can be configured to meet the needs of the County of Maui, Department of Fire & Public Safety. Typically the trips will be configured as outlined below with three (3) representatives attending. Purchaser shall determine airline of choice and route of travel. The cost of transportation, food, and lodging shall be borne by the Manufacturer and included in proposal price. Duration of the inspection trips shall be determined by MFD.</p> <p><u>TRIP #1 SHALL BE A PRE CONSTRUCTION MEETING</u> This meeting will confirm that construction of the vessel will follow the specifications and any changes that need to be made prior to beginning construction of the hull bulkheads.</p> <p><u>TRIP #2 SHALL BE FINAL INSPECTION & SEA TRIALS</u> The vessel shall be 100% complete. If the vessel is not completed, a third inspection trip with three (3) representatives attending shall be provided. The cost of transportation, food, and lodging shall be borne by the Manufacturer.</p> <p><u>SHIPPING VESSEL</u> Vessel shall be shipped in a fully enclosed vessel if being shipped from the U.S. Mainland, to provide protection from outdoor elements. (No exceptions)</p>		

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<p><u>Deliver FOB Kahului Fire Station at 200 Dairy Road, Kahului, Maui, Hawaii.</u> On initial delivery of the vessel, the contractor shall supply a qualified representative to demonstrate the vessel and provide initial instruction to representatives of the County of Maui, Department of Fire & Public Safety regarding the operation, care, and maintenance of the vessel and equipment supplied at the County of Maui, Department of Fire & Public Safety's location. Demonstration shall include all three watches for which the vessel is assigned to. The delivery engineer shall set delivery and instruction schedule with the person appointed by County of Maui, Department of Fire & Public Safety.</p> <p><u>ACCEPTANCE OF VESSEL</u> The County of Maui, Department of Fire & Public Safety shall notify the Bidder in writing within seven (7) days after delivery of the vessel, whether such unit shall not be acceptable. Such notification will clearly itemize specific contract deviations in the event of non-acceptance. Non-compliance with the terms and specifications of the contract will be the only basis for non-acceptance. The vessel shall be deemed to have been accepted once County of Maui, Department of Fire & Public Safety has put into service. After acceptance, the County of Maui, Department of Fire & Public Safety remedy or recourse against the Manufacturer shall be under the warranty.</p> <p>Before acceptance of the equipment to be furnished under this request for proposal, the County of Maui, Department of Fire & Public Safety shall have the right to inspect and test the equipment to ascertain that all requirements of these specifications and the notice have been fully complied with and that the equipment is proper and complete in every respect and in perfect working order. It is understood and agreed that the County of Maui, Department of Fire & Public Safety shall have the right to make such tests of the equipment.</p> <p>In the event of disapproval or rejection by the County of Maui, Department of Fire & Public Safety of any of the equipment or accessories furnished under this contract, the Bidder shall, at its own expense, make such repairs or replacements the County of Maui, Department of Fire & Public Safety considers necessary to conform to these specifications within thirty (30) days after notice is given to the Contractor.</p> <p><u>ITEMS REQUIRED AT DELIVERY</u> Each bidder must agree to provide the following items at delivery of the completed vessel:</p> <ol style="list-style-type: none"> 1) Record of construction details 2) Copy of warranty outlining coverage on the vessel 		

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	YES	NO
<p><u>CONSTRUCTION DOCUMENTATION</u></p> <p>The contractor shall supply, at the time of delivery, at least one copy of the following documents:</p> <p>1. The manufacturers record of vessel construction details, including the following information:</p> <ul style="list-style-type: none"> • Owners name and address • Vessel manufacturer, model, and serial number • Engine make, model, serial number, and rated horsepower • Type of fuel and fuel tank capacity • Battery make, model, and capacity in cold cranking amps (CCA) • Company name and signature of responsible company representative <p><u>OPERATION AND SERVICE DOCUMENTATION</u></p> <p>The contractor shall supply, at time of delivery, at least two sets of complete operation and service documentation covering the completed vessel as delivered and accepted.</p> <p>The documentation shall address at least the inspection, service, and operations of the vessel and all major components thereof.</p> <p>The contractor shall also provide documentation of the following items for the entire vessel and each major operating system or major component of the vessel:</p> <ul style="list-style-type: none"> • Manufacturers name and address • Country of manufacture • Source of service and technical information • Parts and replacement information • Lubrication charts • Instructions regarding the frequency and procedure for recommended maintenance • Overall vessel operating instructions • Safety considerations • Limitations of use • Inspection procedures • Recommended service procedures • Troubleshooting guide • Copies of required manufacturer test data or reports, manufacturer certifications, and independent third-party certifications of test results • A material safety data sheet (MSDS) for any fluid that is specified for use on the vessel 		

MFD Specification	Bidder Complies	
	YES	NO
<p><u>GENERAL CONSTRUCTION SPECIFICATIONS</u></p> <p>MINIMUM SPECIFICATIONS: All items specified herein on said vessel shall be new and of 2014 or later production model.</p> <p>All material and equipment shall be new, shall be marine grade, and shall meet or exceed all appropriate federal and industry standards for material and installation.</p> <p>This vessel shall be molded fiberglass hulled “Radon” type boat; 26’ in length, 8’6” in breadth; variable deadrise deep V bottom; twin diesel inboard outdrive engines, to be used as an offshore ocean patrol and rescue vessel. The vessel shall have an open back, extended overhead cabin with cuddy.</p> <p>The hull shall be constructed with ISO resin, and reinforced using hand laid fiberglass. It shall be built of the type of construction, which is suitable for high-speed service under severe open sea weather conditions. Minimum hull thickness shall be 5/8”. The sides above the water line will be cored with an extra layer of 3/8” balsa core for added stiffness. The hull will be reinforced with a layer of knitted bi-axle fiberglass. No coring or structural foam will be manufactured into the hull below the water line.</p> <p>The bow shall be round, raked, and be reinforced to withstand repeated pushing of vessels and objects.</p> <p>The vessel shall have a one piece fiberglass molded overhead cabin located forward of amidships. The cabin shall have an exterior width of 80” inches. An exterior length of 146” inches from the rise of the cabin aft of the bow to the back of the overhead. An exterior length of about 128” inches from the rise of the cabin aft of the bow to the aft edge of the cabin side wall (Wings). Front windows shall lean aft (Hawaiian style). The cabin dashboard shall be deep enough to allow mounting of electronic marine equipment. It shall have a 1 ½” inch lip on the aft edge. Dimensions will be determined at the preconstruction meeting. There shall be a fiberglass sliding door to the entrance of the cuddy cabin. This door should have a latch so it can be secured with a padlock. The vessel shall have Two (2) side sliding windows and Three (3) fixed front windows. The cabin shall have a minimum of 6’3” head clearance. Location of Four (4), handle cut outs in the cabin wings shall be determined at the preconstruction meeting.</p> <p>The vessel shall have two separate flush mount anchor locker hatches. The vessel shall have walkways around cabin approximately 8”inches wide. All deck and hatch construction should be hand laid fiberglass over wood and incorporate a non-skid surface. The aft deck shall be self-bailing.</p>		

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	YES	NO
<p>The gunnels shall have a minimum thickness of ½” and be constructed of ample strength to withstand repeated side-tie towing. The gunnel rail top shall be boxed in an upside-down “U” configuration from cabin to engine compartment. Gunnel construction shall be fiberglass with balsa coring. Gunnel dimensions shall be 24” high from deck and approximately 6” wide.</p>		
<p>The engine shall be protected by water-tight engine box with a removable hatch for maintenance access. The hatch shall have a locking mechanism to prevent accidental opening. There shall be sufficient space forward of the engines to allow a person easy access to the engine compartment for maintenance. Any exterior vents shall be baffled to prevent water entry. The engine compartment width and length should easily accommodate the specified power.</p>		
<p>Two (2) center holds shall be constructed and run between the engine compartment and the cuddy cabin bulkhead. The forward hold shall be covered by a waterproof, non tripping hatch with self-bailing combings. The hatch shall be approximately the size of the holds or be slightly smaller. Hinges are to be flush mounted to the decking. The aft hold shall have raised sides that will protrude above the finished deck. It shall be covered by a fiberglass hatch that overlaps the outside of the holds’ raised sides. The hatch shall be (2) two pieces and be flush hinged in the middle of the two halves. This will allow the hold to be accessed by lifting either the forward or the aft ends of the hatch cover, and be able to fully open and lay flat on the other half of the hatch cover. The two halves of the cover shall also be able to be lifted off to allow full access to the hold. Finished height with the hatch cover on shall be 14” inches above the finished deck. The bottom of the aft hold shall follow the V contour of the hull in order to maximize the useable space. An insulated foam layer shall surround the aft hold to provide impact protection between the hold and hull. Interior hold width shall be approximately 36 inches.</p>		
<p>There shall be Two (2) high capacity, deck drains with self-bailing scuppers. These scuppers shall allow water to drain from the vessel when at rest without re-admitting additional water. Scuppers shall be round 3” inch ports located through the transom on both sides of the raised engine compartment walkway. Extra fiberglass shall be installed around each scupper cut out to prevent cracking or de-lamination.</p>		
<p>Vessel shall have a rescue yellow hull with white topsides and light grey decks. On the cabin roof, shall be the lettering, “RB 10” in black gelcoat. Dimensions of letter width and height to be determined at preconstruction meeting.</p>		
<p>A self-bailing locker shall be installed under the deck in the extreme forward bow for storage of anchor, line and chain. The locker hatches shall have a locking mechanism to prevent accidental opening. A slot in each hatch shall be built in for the anchor line and chain to pass through when hatch is shut.</p>		

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	YES	NO
<p>A Rule brand bilge pump of no less than 2000 gallons per hour (GPH) capacity with an automatic float switch shall be located in the lowest point (as practical) of the bilge in the engine compartment, that point being accessible. Another bilge pump of the same capacity and location shall be installed in the center hold.</p> <p>The hull shall incorporate an in-hull type transducer with the installed location to be determined at the preconstruction meeting. (Agency to provide transducer)</p> <p>An open storage compartment shall be installed next to the operator and also next to the passenger seating stations. The two compartments shall be located below each 8" inch gunnel walkway and be self draining. Each compartment shall have a fiberglass laid shelf approximately at the midpoint of the height of the compartment. There shall be a lip of about 3 inches on the outer edge to prevent items from falling off. Final location to be determined at preconstruction meeting.</p> <p>The vessel shall have a minimum of four (4) water tight bulkheads and all flotation chambers shall be filled with closed cell foam and sealed with fiberglass.</p> <p>Hull to deck joint attachment shall be fiberglassed.</p> <p>The vessel shall be equipped with a salt water wash down system.</p>		
<p><u>DECK FITTINGS/HARDWARE</u></p> <p>A 4" diameter stainless steel tow bit shall be installed on the well deck forward of the engine box. The bit shall be welded to 1/4" thick stainless steel plate which should be bolted through reinforced areas of the deck and engine box. The bit shall be 40" tall when measured from the deck and be intersected by a 1" solid stainless steel cross. The cross shall extend 7" out from each side of the stainless steel bit and be located 6" down from the top of the bit.</p> <p>In order to protect personnel from serious injury, should they lose footing and strike the tow bit, a removable padded vinyl cover that can be fitted over the tow bit, shall be provided.</p> <p>Six (6), stainless steel cleats shall be installed as follows: Two (2), 12" inch cleats, port & starboard at mid cabin, to be mounted on outboard edge of walkway. Two (2), 12" inch cleats, port & starboard at stern, lined up with aft edge of engine hatch. Two (2) 8" pull-up cleats shall be installed between forward and aft cleats.</p> <p>While not expected to carry the loads expected of the towing bit, each cleat shall be strongly attached through the top of a reinforced section of the forward deck or gunnel rail and be capable of towing large vessels.</p>		

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	YES	NO
<p>Twelve (12), stainless steel hand rails shall be installed as follows: One (1) each, near the port & starboard top of the cabin. One (1) each, near the port & starboard cuddy cabin top. One (1), for the operator station. Three (3), for the passenger station. Two (2), 36" inch hand rails under the aft edge of cabin overhead. Two (2) 24" inch hand rails, location to be determined at preconstruction.</p>		
<p>There shall be a 1 ¼" inch stainless steel rope guard mounted to the transom caprail. The height shall be approximately 6" inches and shall run the entire width of the transom. The ends of the hand rail should wrap around the corner and terminate just forward of the corner. It shall not interfere with the aft cleats.</p>		
<p>"D" shaped rubrail shall be installed to prevent damage while pushing or towing vessels alongside. The rubber rubrail shall measure 1-1/2" wide by 3" tall. The rubrail shall have a stainless internal rubber to prevent it from tearing away from the vessel. The Rubrail will be through bolted every 12". Rubrail shall be mounted just below the highest part of the gunnel and wrap around the entire perimeter of the vessel.</p>		
<p>A stainless steel Samson post shall be installed between the two forward anchor locker hatches on the forward part of the bow. It shall be 4-1/2" inches in diameter and 7-1/2" inches high. A stainless steel backing plate will be provided under the Samson post and through bolted with Four (4), ½" inch stainless steel bolts.</p>		
<p>A heavy duty stainless steel bow roller will be installed and through bolted.</p>		
<p>A ½" inch stainless steel trailer eye shall be mounted on the bow with a stainless steel backing plate.</p>		
<p>Hull to come supplied with a fiberglass swim platform. The perimeter shall be made of 1 ¾" inch stainless steel tubing. Two (2), ½" inch stainless steel trailer eyes shall be mounted outside of the transom and above the swim platform, on port and starboard sides.</p>		
<p>Vessel shall have seat boxes fiberglassed to the decking with inside storage, at the operator and passenger stations. Seat boxes shall have padded seat cushions that are secured to the box by 1 ½" inch wide Velcro on all sides.</p>		
<p>There shall be a stainless steel radar pedestal mounted on roof of cabin for mounting radar dome.</p>		
<p>Vessel shall be furnished with an aluminum, Fortress FX 16 anchor.</p>		
<p>Vessel shall be furnished with 600 ft. of New England brand, ½" inch diameter, 3-strand nylon anchor rope, with ½" inch thimble.</p>		
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MFD Specification	Bidder Complies	
	YES	NO
<p>Vessel shall be furnished with a 35 ft., 5/16" inch diameter galvanized anchor chain, with Two (2), 3/8" inch galvanized steel shackles.</p>		
<p>Vessel shall be furnished with a Pacific Ocean Producers brand sea anchor of 18 ft. diameter, with 100 ft. of 1/2" inch 3 strand nylon anchor line, 120 ft. of 5/16" inch blue steel polypropylene trip line, and components.</p>		
<p>Vessel shall be furnished with Four (4), zero degree swivel dive flag holders mounted in gunnels. Location determined at preconstruction meeting.</p>		
<p>Vessel shall be furnished with a 25 Watt, battery operated, handheld megaphone.</p>		
<p>Vessel shall be furnished with fluorescent orange Polyform fender buoys of the following sizes.</p>		
<ul style="list-style-type: none"> - Two (2), A-0 - One (1), A-1 - Two (2), A-2 - One (1), A-3 - One (1), A-4. - One (1), anchor ring shall also be provided. 		
<p>Vessel shall be furnished with 200 ft. of 3/4" inch Samson braid tow rope.</p>		
<p>Vessel shall be furnished with One (1), 20" inch commercial ring buoy, Type IV PFD.</p>		
<p>Vessel shall be furnished with Mustang Survival type III/V, life vests of the following sizes.</p>		
<ul style="list-style-type: none"> - Two (2), Small - Two (2), Medium - Five (5), Large - Five (5), Extra Large 		
<p>Vessel shall be furnished Two (2), USCG required fire extinguishers.</p>		
<p>Vessel shall be furnished an 8' ft. telescoping aluminum boat hook.</p>		
<p>Vessel shall be furnished with One (1), Nikon Ocean Pro 7x50 binoculars with compass.</p>		
<p>Vessel shall be furnished with a light colored, heavy-duty Sunbrella canvas boat cover. It shall have sufficient brass grommets about every 4 ft. so the cover can be secured to the trailer beams with cord. All tie down cords shall be included. Any chaffing areas shall be reinforced with additional backing. It shall be a 2-piece cover, able to be separated in the middle.</p>		
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MFD Specification	Bidder Complies	
	YES	NO
<p>Vessel shall be furnished with a 600 ft. roll of ½” inch Samson braid rope.</p>		
<p><u>POWER AND DRIVE SPECIFICATIONS</u></p>		
<p>Vessel shall be powered by twin YANMAR 6BY220Z Diesel stern drives with Mercruiser Bravo 3 X dual prop outdrives with stainless steel propellers.</p>		
<p>Vessel shall come equipped with One (1) propeller wrench.</p>		
<p>The engines shall be accurately aligned and be held to the engine stringers by through bolted stainless steel mounts.</p>		
<p>The outdrives shall be equipped with a propeller pitch which delivers the best balance between torque and speed (i.e. – mid range propellers).</p>		
<p>The engines shall be equipped with a heat exchanger type fresh water cooling system. The raw water pump shall have an outdrive pickup and a through-hull pick up. The raw water system shall incorporate a sea strainer. Each through-hull pick up shall be separately valved and easily accessible before the strainer.</p>		
<p>A fresh water flushing system shall be installed so that the fresh water cooling system of both engines can be flushed while the vessel remains in the water. Couplings and fittings shall be heavy duty brass. Location of hose coupling to be determined at preconstruction meeting.</p>		
<p>The engines shall have an audible alarm system.</p>		
<p>The engine compartment shall have an electric blower motor and vent to provide for adequate air circulation.</p>		
<p><u>FUEL SYSTEM SPECIFICATION</u></p>		
<p>All installations shall meet minimum federal specifications.</p>		
<p>Each engine shall have its own integral fuel tank with approximately 75 gallon capacity. Each tank shall be valved and there will be an auxiliary valve that will allow each engine to draw off either fuel tank.</p>		
<p>Fuel tanks shall be placed on either side of center holds and as far aft toward the engine compartment bulkhead as practical.</p>		
<p>Tanks shall incorporate straight filler tubes for dip stick measurement of fuel.</p>		
<p>Fuel system shall be equipped with One (1), Racor or equivalent heavy-duty fuel filter, and One (1), Racor or equivalent water separators per engine.</p>		
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MFD Specification	Bidder Complies	
	YES	NO
<p><u>ELECTRICAL SPECIFICATIONS</u></p> <p>International rules shall apply to all navigational lighting which shall be of LED type, marine grade and approved by the U.S. Coast Guard for vessel size and type.</p> <p>Each engine shall have Two (2), batteries and One (1), heavy duty battery selector switch. The batteries shall be an Optima D31-M, marine type with a minimum of 100 amp hour rating.</p> <p>Electrical system installation and equipment shall be in accordance with U.S. Coastguard rules and regulations. Cable and wire shall be neatly run and wrapped. Wiring shall be 14 gauge minimum and be of the tinned marine wire type. All wire ends shall utilize shrink tubing to insulate and protect. All wiring must be clearly labeled.</p> <p>All instruments and gauges shall be marine type placed upon the helm station, back lit, and be positioned so as to be easily seen and read from the operator's station.</p> <p>Circuit breakers shall protect all electrical circuits with waterproof switches for energizing each circuit as well as a master switch for each circuit. Switches shall be placed near the helm station and be positioned so as to be directly seen and accessed by the operator. All switches shall have lights to indicate power to the circuit when the switch is in the "ON" position.</p> <p>The vessel shall be bonded and sacrificial zincs installed.</p> <p>There shall be One (1), LED type red/white dome light mounted inside the cuddy cabin, and One (1), of the same LED type red/white dome light mounted in the cabin overhead.</p> <p>There shall be a total of Three (3), 12 volt accessory outlet/sockets. Location to be determined at preconstruction meeting.</p> <p>Two (2), Marine grade 12 volt, USB dual port cigarette style adapters with 2.1 amp output rating per port shall be furnished.</p> <p>There shall be Four (4), marine grade and waterproof halogen LED flood lights; One (1) each, mounted forward and aft on separate switches. One (1) each, mounted port and starboard, both on the same switch.</p> <p>There shall be a 2 speed, motor operated spotlight of 500,000 candlepower, capable of rotating horizontally 370 degrees, vertically 135 degrees, mounted on the cabin roof. Spotlight shall be operated with a wireless handheld remote.</p> <p>Manufacturer shall install a Department furnished fire communication radio.</p> <p>Manufacturer shall furnish the following. An 800 MHz marine antenna, mount, wire, connectors, and a 15 watt (3.2 Ohm) external speakers.</p>		

MFD Specification	Bidder Complies	
	YES	NO
<p><u>ELECTRONICS</u></p> <p>The following Electronics shall be furnished and installed by the vessel manufacturer:</p> <ul style="list-style-type: none"> - One (1), Furuno 1834 C/NT, 10.4" Chart Plotter/Radar display with Nav Data input. - One (1), Furuno 24" inch 4kw Radome - One (1), Furuno GPS Antenna, BBWGGPS - One (1), Furuno Compass Heading Sensor, C500 - One (1), Furuno FCV 587, 8" inch Depth Finder display - One (1), Furuno 1 kw transducer, 572 ID-IHN - One (1), Garmin GPSMAP 547, with Nav Data - One (1), Garmin GA 38 GPS/GLONASS, antenna - One (1), ICOM M504A VHF black marine radio (includes 8' ft. 6 db, Shakespere Mariner 8900 antenna, mounting components, and external speaker). The radio shall be connected to the on- board GPS receiver via NMEA 0183 connectivity. The (DSC) Digital Selective Calling feature shall be operationally tested with a USCG station to verify the DSC feature is working properly. - One (1), 25 watt hailer horn with all required wires and connectors. - One (1), ACR Electronics, GlobalFix PRO Category II GPS-Enabled 406 MHz EPIRB, with bracket mount <p><u>RADIO SYSTEM</u></p> <p>Manufacturer shall install an 800 mhz radio, provided by the Department of Fire & Public Safety.</p> <p>Manufacturer shall provide and install a marine grade 800 mhz antenna.</p> <p><u>STEERING AND CONTROL SPECIFICATIONS</u></p> <p>Steering shall be hydraulically assisted and have a 15" stainless steel wheel.</p> <p>The helm shall be located on the starboard side of the operator's station.</p> <p>A single station, dual engine, electronic control system, shall be mounted to the right of the helm.</p> <p>Heavy-duty trim tabs to be installed with trim tab control mounted below the engine control.</p> <p><u>CABIN INTERIOR SURFACES</u></p> <p>Interior surfaces shall be fiberglassed and gelcoated.</p> <p>Bunk areas shall have oversized waterproof hatches on the forward, port, starboard, and aft stepdown areas of the bunk to provide access to all storage below bunk areas.</p> <p>Forward half of bunks and floor will be filled with closed cell foam and sealed with fiberglass.</p>		

MFD Specification	Bidder Complies	
	YES	NO
<p>There shall be a storage box with shelf in the forward area of the cuddy cabin that runs from port to starboard. It shall be fiberglass laid to the walls on the forward, port, and starboard sides. It shall have a lip of about 3 inches and cargo netting to prevent stored items from falling out. There shall be a 14" inch high fiberglass bulkhead on the deck of the forward bunk area. Final location and dimensions will be determined at preconstruction meeting.</p>		
<p><u>EXTERIOR FINISH SPECIFICATIONS</u></p>		
<p>All exterior surfaces shall be fibreglassed and gelcoated with sufficient material to withstand service and weather conditions.</p>		
<p>All walkways shall have non-skid gelcoat surfaces. Port, starboard, and transom gunnels shall have non skid gelcoat surfaces as well.</p>		
<p>Manufacturer shall provide one (1) pair of 16.00" Maltese crosses, comprised of 3M reflective material. Pictures will be provided for reference. Location TBD at final inspection.</p>		
<p>Manufacturer shall furnish Two (2), two-color 3M reflective decals with the name of the vessel. One (1), for each side of the cabin. Decal color shall be reflective yellow, with a reflective black outer border. Final decal color and mounted location will be determined at the final inspection trip. Each decal shall consist of no more than 25 letters for each side. Letter height shall be 6" inches. Name of boat will be determined by purchaser prior to final acceptance.</p>		
<p>Manufacturer shall furnish Two (2), Black color 3M reflective decals for the registration numbers. Decals will be no more than 12 letters and/or numbers for each side of the cabin. Letter height shall be 3" inches. Registration numbers will be given to manufacturer, if possible, before shipping out for delivery.</p>		
<p><u>REFERENCES</u></p>		
<p>The proposer shall provide at least four references from agencies or individuals for whom proposer has manufactured a boat between 22'-33' which is currently in use. These references shall not include individuals who purchased a vessel for recreational or pleasure purposes.</p>		
<p><u>BOAT TRAILER</u></p>		
<p>A trailer conforming to Department of Transportation (DOT) standards, shall be included with the bid that will include delivery to the County of Maui,, Department of Fire & Public Safety's Kahului Fire Station, on the island of Maui, Hawaii. Trailer lights shall be waterproof and an LED type.</p>		
<p>The trailer shall be of aluminum beam construction with a fixed tongue, dual axle, and rated to carry 125% of the gross weight of the vessel, including full fuel. Each axle shall have a 6250 lb. rating. The distance between the center of the ball hitch receiver and the point directly below the bow catch support Vee, shall be approximately 144 inches.</p>		

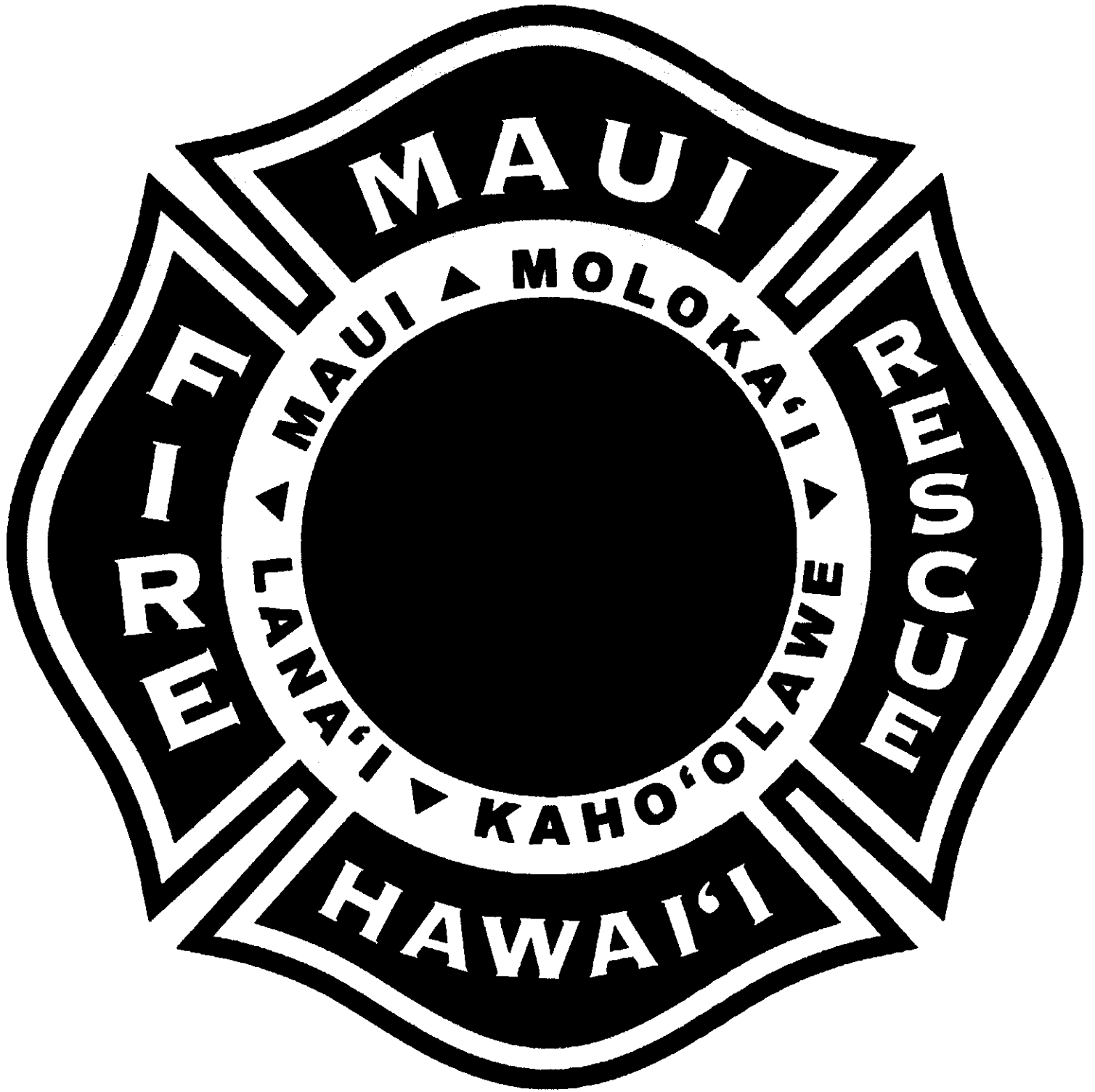
MFD Specification	Bidder Complies	
	YES	NO
The trailer winch shall be rated for at least 7500 lbs and shall incorporate a nylon webbing strap with hook.		
There shall be a 3/8" inch galvanized safety chain with hook mounted at the trailer winch.		
There shall be a ladder built into both, port and starboard sides of the boat trailer. Both ladders shall be welded to the aft side of the forward upright guides. Trailer shall be manufactured by Pacific Aluminum Trailer (or equal).		
Two (2), safety chains at the tow hitch shall be a 3/8" inch galvanized steel chain and shall include the shackles and hooks.		
One (1), 7 way to 5 pole adapter trailer plug shall be furnished		
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NOTE: Any additional questions pertaining to these specifications may be directed to:

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Deputy Fire Chief
County of Maui,
Department of Fire & Public Safety
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INFORMATION ON HAWAII STATE TAXES ADMINISTERED BY THE DEPARTMENT OF TAXATION

(NOTE: References to "married", "unmarried", and "spouse" also means "in a civil union", "not in a civil union", and "civil union partner", respectively.)

This publication provides a general overview of the most common Hawaii State taxes paid by businesses that are located in Hawaii and by businesses that are not located in Hawaii but which conduct business in Hawaii. Tax forms, other publications, and specific information applicable to your particular business situation may be obtained from a Department's customer service representative which may be reached by telephone at (808) 587-4242 or toll free at 1-800-222-3229, by e-mail at Taxpayer.Services@hawaii.gov, or at the Hawaii Department of Taxation, P.O. Box 259, Honolulu, HI 96809-0259. Forms and information on Hawaii's taxes are also available at the Department's website at: www.hawaii.gov/tax.

GENERAL EXCISE TAX

The General Excise Tax Law taxes persons (individuals, corporations, partnerships, or other entities) on the gross receipts or gross income they derive from their business activities in the State. The tax is often called a gross income tax because deductions for business expenses such as materials, labor, travel, office supplies, etc., generally are not allowed.

This tax is also often referred to as a "sales tax." The general excise tax, however, is not a sales tax and differs from a sales tax in a number of ways. First, the general excise tax is levied on the person conducting the business; a sales tax is levied on the customer. Second, a common practice in Hawaii is to separately state and visibly pass on to the customer an amount representing the cost of the business' general excise tax liability (in a manner similar to a sales tax which is separately charged and collected from purchasers). If a business adopts this practice, the amount visibly passed on as tax must be included in the business' gross income subject to the tax. Unlike a sales tax, the amount visibly passed on as tax cannot be excluded from the gross income subject to the tax. A business is not required to separately state an amount of the sales price representing a general excise tax pass-on. Third, the general excise tax is levied on gross income at all levels of business activity unless specifically exempted by law. Sales taxes, on the other hand, usually are levied on sales of tangible personal property only at the retail level. Examples of income subject to the general excise tax include gross income derived from: sales of tangible personal property at both wholesale and retail; contracting; the rendering of services; commissions; and the rental of personal or real property.

Because the general excise tax is levied on the business rather than the customer, the gross income a business receives from transactions with tax exempt customers, such as nonprofit organizations and government agencies, is subject to the general excise tax. The customer's general excise tax status does not affect the business' general excise tax liability on the business income. For example, a business must pay general excise taxes on the gross amount it derives from contracts with a State or county government agency. There are, however, a few activities specifically exempt by law when dealing with the federal government, its agencies and instrumentalities. Some of these exemptions have been suspended through June 30, 2013.

Out-of-state businesses as well as businesses located in Hawaii are subject to the general excise tax on activities in the State.

Gross income derived from the sale or leasing of tangible personal property, the rental of real property, or the provision of services is subject to the general excise tax if the seller has sufficient presence in the State. Presence in the State is established if your business has an office, inventory, property, employees, or other representation in the State, or if services in conjunction with the sales of property, such as training, installation, or repairs, are provided in the State. The furnishing of personal or other services in the State and the leasing of tangible personal property located in Hawaii are other examples of transactions which are taxable. You must thoroughly analyze the facts and circumstances surrounding your transaction when determining whether there is sufficient presence. Out-of-state businesses are encouraged to contact the Department of Taxation regarding their specific circumstances.

The general excise tax rate is .5% on gross income derived from wholesaling and certain services rendered to or for an intermediary or manufacturer. Gross income from all other business activities is taxed at the rate of 4% except for a special .15% rate for insurance commissions. The City and County of Honolulu's .5% county surcharge is applied to all gross receipts in that county that are subject to the general excise tax at the 4% tax rate. Taxpayers are encouraged to contact the Department regarding their specific circumstances because certain business activities, such as wholesaling and contracting, are narrowly defined in the law and some exemptions or credits are available.

An application for a general excise tax license, Form BB-1, must be completed and submitted to the Department with a \$20 license fee prior to doing business in the State. A "one-time" license may be requested if you do not anticipate doing any additional business in the State. Licenses may be obtained by mail or in person from any district tax office, or via the Internet at www.hbe.chawaii.gov.

A tax exempt organization is not subject to the general excise tax on certain types of income it receives. An organization may apply for exempt status by completing Form G-6, Application for Exemption From General Excise Taxes, or Form G-6S, Application for Exemption From General Excise Taxes (Short Form). The organization should submit the application to the Department with a \$20 registration fee. The fee is not necessary if the organization already has a general excise tax license.

Periodic general excise tax returns must be filed on a monthly, quarterly, or semiannual basis and are due on or before the 20th day of the month after the close of each period. An annual return, which summarizes the payments made on the periodic returns, reports the actual income earned for the taxable year, and reconciles the differences by paying any additional amount due or claiming a refund for any over-reporting, also must be filed by the twentieth day of the fourth month following the close of the tax year.

USE TAX

A use tax is levied on the landed value of tangible personal property and on the value of services and contracting imported into Hawaii for use in the State. The "landed value" is the value of the property at the time it arrives in Hawaii and includes the invoiced or manufactured cost of the property, freight, insurance, and any other

costs incurred prior to the arrival of the property in Hawaii. "Value" means fair and reasonable cash value at the time of accrual of the tax.

The use tax complements the general excise tax and is levied at comparable rates. The landed value of tangible personal property or the value of services or contracting imported for consumption and not for sale is taxed at the rate of 4%. The landed value of imported tangible personal property or the value of imported services or contracting which will be sold at the retail level or the landed value of imported tangible personal property which will be leased or rented to another person or business is subject to the use tax at the rate of .5%. The use tax is not imposed on tangible personal property, services, or contracting imported for sale at wholesale. The City and County of Honolulu's .5% county surcharge is applied to all imports into that county that are subject to the use tax at the 4% tax rate."

It is not necessary for a taxpayer with a general excise tax license to separately register for the use tax. The general excise tax return forms are used to report both the general excise tax and the use tax. There also is a registration and reporting procedure for a taxpayer that is not subject to the general excise tax but sells tangible personal property or services to purchasers in Hawaii (Seller's Collection of Use Tax).

WITHHOLDING TAXES

Employers are required to withhold State income taxes on compensation paid to employees for services performed in Hawaii. Employers must register with the Department by completing Form BB-1. A business may register for withholding tax purposes at the same time it applies for a general excise tax license or may later amend the original application to add the withholding tax by completing Form BB-1X.

Periodic withholding tax returns must be filed on a monthly or quarterly basis and are due no later than the fifteenth day of the month following the close of the reporting period. An annual return, which summarizes the monthly or quarterly returns, reconciles the actual total wages paid and the actual taxes withheld during the year with what was reported during the year, and transmits the State copy of Form HW-2 (or federal Form W-2), also must be filed by the last day of February following the close of the calendar year.

NOTE: The unemployment tax is not administered by the Department of Taxation. Anyone with employees in the State should contact the State Department of Labor and Industrial Relations for information. Employers are required to register with the Unemployment Insurance Division by completing Form BB-1.

INCOME TAXES

Net taxable income is subject to State income tax. Income tax returns must be filed by all taxpayers (e.g. individuals, corporations, trusts, and other entities) doing business in Hawaii, whether or not a net profit or loss is realized. Although there are differences, Hawaii Income Tax Law generally follows the federal Internal Revenue Code in computing the net taxable income. Hawaii resident individuals are taxed on all income from all sources. Hawaii corporations are taxed on all income, except income apportionable and taxable under the law of another state.

Generally, all other taxpayers are taxed on income from their activities in Hawaii. Income tax returns are due by the twentieth day of the fourth month following the close of the tax year.

PENALTIES AND INTEREST

In general, penalty and interest are assessed at the same rates for all State taxes. Two types of penalties may be imposed. A penalty for failing to file a return by the due date is assessed at the rate of 5% of the unpaid tax due for each month or part of a month the return is late up to a maximum of 25%. A penalty also is assessed when a return is filed on time but the tax due is not paid in full. This failure to pay penalty is 20% of the tax not paid within 60 days of the due date of the return. A penalty of up to 25% may be imposed if any part of any underpayment is due to negligence or intentional disregard of rules. Interest is charged on any unpaid tax and penalty at the rate of 2/3 of 1% for each month or part of a month the amounts remain unpaid. Funds from a payment are first applied to interest and then to penalty. The remaining balance of a payment is then applied to the tax due.

Taxpayers that are required to make payments by electronic funds transfer (EFT) and fail to do so without reasonable cause are subject to a penalty of 2% of the amount of the tax due. This penalty is in addition to the failure to file and failure to pay penalties. Tax payments are required to be made by EFT if the taxpayer's annual liability for all taxes other than withholding is more than \$100,000.

Taxpayers may be subject to the penalty for underpayment of estimated taxes if not enough tax is paid through withholding or estimated tax payments. The penalty is 8% per annum for the period of underpayment.

TAX CLEARANCES

Tax clearance certificates issued by the Department and/or the Internal Revenue Service (IRS) may be required for various purposes. For example, a tax clearance must be obtained before acquiring or renewing a State contractor's license or a county liquor license, or submitting a bid for or receiving final payment on a State or county government contract.

Under current Hawaii law, any business entity intending to enter into (or to bid on) a contract with an agency of the State or with any of the four counties is required to obtain a tax clearance certificate from both the Department and the IRS prior to entering into a State or county contract, as well as upon completion of the contract before final payment is made. A tax clearance must be obtained through Hawaii Compliance Express for all contracts and procurements of \$2,500 or more.

A completed Tax Clearance Application, Form A-6, may be submitted either to the Department or to the IRS by mail, fax, or in-person. A tax clearance may also be applied for via the Internet at www.hawaii.gov/efile. A tax clearance certificate is issued if all returns due are filed and all tax liabilities are paid. There is no fee for obtaining tax clearance certificates.

Hawaii tax forms and other information are available at the Department's website at: www.hawaii.gov/tax